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UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK

MICHAEL D. LOCKWOOD and
ALGONQUIN CAPITAL MANAGEMENT,
LLC, a Connecticut Limited Liability Company,

Plaintiffs,

vs.

JOSEPH MACEDA,

Defendant.

Case No. 07-cv-7524 (HB)

CERTIFICATION OF MICHAEL HOPPER

I, J. Michael Hopper, hereby certify as follows:

1. I am the former Secretary/Treasurer and Chief Financial Officer of Ocean Power Corporation ("Ocean Power"), and make this Certification out of personal knowledge unless indicated otherwise.

2. Defendant Joseph Maceda ("Maceda") is the former President and a former director of Ocean Power and actively participated in the company's commencement of bankruptcy proceedings, as demonstrated by an affidavit he submitted during those proceedings. A true and correct copy of an affidavit, sworn to by Maceda and downloaded from PACER, in connection with the commencement of Ocean Power's bankruptcy proceedings, is attached hereto as Exhibit A. Maceda also signed off on first-day motions filed in those bankruptcy proceedings.

3. Maceda was a signatory to the December 1, 2002 Asset Purchase Agreement, pursuant to which Algonquin Capital Management, LLC ("Algonquin") purchased Ocean Power assets for \$2 million, in the form of a credit on existing promissory notes. A true and correct copy of the Asset Purchase Agreement, downloaded from PACER, is attached hereto as Exhibit B.

4. As the bankruptcy proceedings continued, Maceda faced accusations of misconduct for usurping corporate opportunities of Ocean Power. Aspects of Maceda's alleged conduct are described in a motion to compel filed during the Ocean Power bankruptcy proceedings. A true and correct copy of this motion, downloaded from PACER, is attached hereto as Exhibit C.

5. The United States Bankruptcy Court for the Southern District of New York entered a Sale Order in connection with the Ocean Power bankruptcy proceedings on February 6, 2003. In this Sale Order, the court found that the \$2 million paid by Algonquin, in the form of credits against existing notes as selected by Algonquin, for the Ocean Power assets was fair and reasonable and constituted reasonably equivalent value. A true and correct copy of the Sale Order, downloaded from PACER, is attached hereto as Exhibit D.

6. Maceda knew about the sale of Ocean Power assets, and was served with notice of the auction sale and with a copy of the Asset Purchase Agreement in connection with the Ocean Power bankruptcy proceedings on April 23, 2003, at 520 3rd Street, Brooklyn, NY, 11215. A true and correct copy of the Affidavit of Service, downloaded from PACER, is attached hereto as Exhibit E.

7. From time to time I communicated with Maceda via email, using his email address jpsmaceda@earthlink.net. In one email, Maceda referred to his "personal guarantees to Mike and Jack," which I understood to mean his personal guarantees on the notes to Michael Lockwood and Jack Doyle. I always understood that Maceda guaranteed notes to Lockwood and Doyle in his personal capacity. A true and correct copy of Maceda's email, dated December 5, 2002, is attached hereto as Exhibit F.

8. While Maceda may have resigned from a corporate office on December 1, 2002, he continued to hold a management position at Ocean Power until February 20, 2003. Maceda resigned as a director of Ocean Power on that date. A true and correct copy of an email from Maceda announcing his resignation as director is attached hereto as Exhibit G.

9. I have personal knowledge that Ocean Power issued the following promissory notes in favor of Algonquin and/or Michael Lockwood in August and September of 2002: a promissory note dated August 16, 2002 in the principal amount of \$20,000, a promissory note dated August 23, 2002 in the principal amount of \$15,000, a promissory note dated August 29, 2002 in the principal amount of \$15,000, a promissory note dated September 5, 2002 in the principal amount of \$10,000. These notes total \$60,000 in obligations that Ocean Power undertook in favor of Algonquin and/or Michael Lockwood in August and September 2002. Ocean Power did not issue any other notes to Algonquin and/or Michael Lockwood in August or September 2002.

The foregoing is true and correct to the best of my knowledge, subject to the pains and penalties of perjury.

Dated: June 3, 2008


J. Michael Hopper

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date she provided a true and correct copy of the foregoing to all counsel of record via overnight mail delivery and via the Court's ECF notification system:

Dated: June 3, 2008

/s/ Courtney Baigrie
Courtney M. Baigrie